

COUNTERPART

APR - 1 1982 - 11 01 AM

INTERSTATE COMMERCE COMMISSION

PURCHASE AGREEMENT ASSIGNMENT

dated as of
June 12, 1981

by and between

OXYCHEM PROPERTIES CORPORATION,

Assignor,

and

AUBREY G. LANSTON & CO., INC.,

Assignee

Oxychem Properties Lease No. F-321L

Trinity Industries, Inc.

PURCHASE AGREEMENT ASSIGNMENT

THIS PURCHASE AGREEMENT ASSIGNMENT dated as of the 12th day of June, 1981, between OXYCHEM PROPERTIES CORPORATION, a California corporation (the "Assignor"), and AUBREY G. LANSTON & CO., INC., a New York corporation (the "Assignee"),

W I T N E S S E T H:

WHEREAS, the Assignor has entered into the following order contracts (the "Purchase Agreements"), copies of which are attached hereto, for the purchase of the following described railroad equipment:

<u>Date</u>	<u>Seller</u>	<u>No. of Units</u>	<u>Railroad Equipment</u>	<u>Identification Marks</u>
May 18, 1981	Trinity Industries, Inc.	17	16,000 gal. nominal capacity caustic soda tank cars, DOT 111A100W1	HOKX 8469- HOKX 8485
		30	20,000 gal. nominal capacity muriatic acid tank cars, DOT 111A100W5	HOKX 8328- HOKX 8357

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WHEREAS, Assignee, as lessor, and Assignor, as lessee, have entered into that certain Equipment Lease Agreement dated as of April 1, 1981 (the "Lease"), pursuant to the terms and conditions of which Assignor will lease from Assignee those units of said railroad equipment which are made subject to the Lease on or prior to December 31, 1981 (the "Units"); and

WHEREAS, the Assignee wishes to acquire the Units pursuant to the terms and conditions of the Lease, and the Assignor is willing to assign to the Assignee, on the terms and conditions hereinafter set forth, the Assignor's rights and interest under the Purchase Agreements to the extent that the Purchase Agreements pertain to the Units, and the Assignee is willing to accept such assignment;

Filed and recorded with the Interstate Commerce Commission pursuant to the Interstate Commerce Act 49 U.S.C. §11303, on the _____ day of _____, 1981 at _____, recordation number _____.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Assignor has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over unto the Assignee all the Assignor's right, title and interest in and to the Purchase Agreements to the extent that the Purchase Agreements pertain to the Units. The Assignee hereby accepts such assignment.

2. It is expressly agreed that, anything herein contained to the contrary notwithstanding, the Assignor shall at all times remain liable to each Seller under and in accordance with the respective Purchase Agreement, and the Assignee shall not have any obligation or liability under the Purchase Agreements by reason of, or arising out of, this Purchase Agreement Assignment or be obligated to perform any of the obligations or duties of the Assignor under the Purchase Agreements or to make any payment other than to pay the purchase price for each Unit in accordance with the terms of the respective Purchase Agreement and the Lease.

3. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request in order to obtain the full benefits of this Purchase Agreement Assignment and of the rights and powers herein granted.

4. The Assignor does hereby represent and warrant that (i) each Purchase Agreement is in full force and effect and enforceable in accordance with its terms and that the Assignor is not in default thereunder; (ii) the Assignor has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Purchase Agreement Assignment shall remain in effect, the whole or any part of the rights hereby assigned to anyone other than the Assignee; and (iii) the Assignor will not, so long as this Purchase Agreement Assignment shall remain in effect, enter into any agreement with any Seller which would materially amend or modify, or rescind, cancel or terminate, any Purchase Agreement without the prior written consent of Assignee, which consent shall not be unreasonably withheld.

5. The Assignee agrees that it will not enter into any agreement with any Seller which would amend, modify, rescind, cancel or terminate any Purchase Agreement without the prior written consent of the Assignor.

6. So long as no Event of Default under the Lease or event which, with the lapse of time or the giving of notice or both, would be such an Event of Default, shall have occurred and be continuing, the Assignee hereby assigns to the Assignor, for and during the term of the

Lease, any and all Seller and manufacturer warranties issued on or applicable to the Units, and the Assignee hereby authorizes the Assignor during the term of the Lease to obtain at the Assignor's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Assignor hereby accepts such assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

Assignor:

[SEAL]

OXYCHEM PROPERTIES CORPORATION

Attest:

Janet V. Shank

By

R. B. Casriel
Title:

Assignee:

[SEAL]

AUBREY G. LANSTON & CO., INC.

Attest:

By

Title:

Lease, any and all Seller and manufacturer warranties issued on or applicable to the Units, and the Assignee hereby authorizes the Assignor during the term of the Lease to obtain at the Assignor's sole expense any and all services furnished in connection therewith by any Seller or any manufacturer. Assignor hereby accepts such assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement Assignment to be duly executed as of the day and year first above written.

Assignor:

[SEAL]

OXYCHEM PROPERTIES CORPORATION

Attest:

By _____
Title:

Assignee:

[SEAL]

AUBREY G. LANSTON & CO., INC.

Attest:

Audrey Fayme

By

A. L. B. Ford
Title: President

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 28 day of August, 1981 before me personally appeared R. B. Casriel, to me personally known, who being by me duly sworn, says that he is Vice President of OXYCHEM PROPERTIES CORPORATION, that one of the seals affixed to the foregoing Purchase Agreement Assignment is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Betty Jo Baty
Notary Public

My Commission expires _____

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this _____ day of _____, 1981 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of AUBREY G. LANSTON & CO., INC., that one of the seals affixed to the foregoing Purchase Agreement Assignment is the seal of said corporation, that said Purchase Agreement Assignment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires _____

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this _____ day of _____, 1981 before me personally appeared _____, to me personally known, who being by me duly sworn, says that he is _____ of OXYCHEM PROPERTIES CORPORATION, that one of the seals affixed to the foregoing Purchase Agreement Assignment is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My Commission expires _____

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On this 27th day of August, 1981 before me personally appeared John B. Ford, to me personally known, who being by me duly sworn, says that he is _____ President of AUBREY G. LANSTON & CO., INC., that one of the seals affixed to the foregoing Purchase Agreement Assignment is the seal of said corporation, that said Purchase Agreement Assignment was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the fre act and deed of said corporation.

Thelma Ewig
Notary Public

My Commission expires _____

THELMA EWIG
Notary Public, State of New York
No. 31-1145375
Qualified in New York County
Commission Expires March 30, 1983

CONSENT AND AGREEMENT

The undersigned, TRINITY INDUSTRIES, INC. (the "Seller"), hereby acknowledges notice of and consents to all of the terms of the foregoing Purchase Agreement Assignment (the "Assignment", the defined terms therein being hereinafter used with the same meaning as defined therein and insofar as it relates to the Purchase Agreement between the Seller and the Assignor) and hereby confirms to the Assignee that:

(i) the Assignee shall not be liable for any of the obligations or duties of the Assignor to the Seller under any Purchase Agreement, nor shall the Assignment give rise to any duties or obligations whatsoever on the part of the Assignee owing to the Seller except for the obligation of the Assignee to pay the purchase price for each Unit in accordance with the terms of the Purchase Agreement and the Assignment in the event such Unit is made subject to the Lease;

(ii) the Seller hereby represents and warrants that the Purchase Agreement constitutes as of the date thereof and at all times thereafter to and including the date of this Consent and Agreement a binding obligation of the Seller, enforceable, with respect to the Units listed in the Assignment, against the Seller in accordance with its terms; and

(iii) by consenting to the terms of the Assignment, the Seller does not intend to modify its rights and obligations under the Purchase Agreement.

Dated: 8/31/81

TRINITY INDUSTRIES, INC.

By: Richard A. Martin
Title: VICE PRESIDENT

ATTEST:

By: Neil O. Shoop
Title: ASSISTANT SECRETARY

[SEAL]

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

- On this 31st day of August, 1981 before me personally appeared Richard A. Martin, to me personally known, who being by me duly sworn, says that he is a _____ of TRINITY INDUSTRIES, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathy Gallini
Notary Public

My Commission Expires:

9-30-84

0050k

May 18, 1981

PURCHASE ORDER
OXYCHEM PROPERTIES CORPORATION

Oxychem Properties Corporation agrees to buy and Trinity Industries, Inc. agrees to sell the railcars specified below under the terms and conditions stated herein. This purchase order between Oxychem Properties Corporation and Trinity Industries, Inc. supersedes all prior offers, tenders, bids, proposals and discussions relating to the acquisition of 30 new 20,000 gallon nominal capacity non-insulated, non-coiled DOT 111A100W5 tank cars and 17 new 16,000 gallon nominal capacity insulated, exterior coiled DOT 111A100W1 tank cars. This purchase order constitutes the entire agreement between Oxychem Properties Corporation and Trinity Industries Inc.

- Price and Quantity - 17 - 16,000 gallon nominal capacity caustic soda tank cars at \$47,732 each firm to delivery plus cost of lining and freight from Trinity Industries' plant to points designated by Oxychem Properties Corporation.
- 30 - 20,000 gallon nominal capacity muriatic acid tank cars at \$41,950 each firm to delivery plus cost of lining and freight from Trinity Industries' plant to points designated by Oxychem Properties Corporation.
- General Conditions - per Exhibit A
- Specifications - per Exhibit B - Caustic Soda
- per Exhibit C - Muriatic Acid
- Interior Linings - Vendor price and specifications to be arranged for by Oxychem Properties Corporation.
- Delivery - 17 Caustic Soda tank cars
August, 1981
- 30 Muriatic Acid tank cars
June/July 1981
- Location of delivery is plant or facility designated by Oxychem Properties Corporation.

OXYCHEM PROPERTIES CORPORATION

By: *[Signature]*

Title: VICE PRESIDENT

Date: May 19, 1981

TRINITY INDUSTRIES INC

By: *[Signature]*

Title: Vice President

Date: May 21 1981

General Conditions

In the case of cars to be purchased by Oxychem Properties Corporation ("Customer") from Trinity Industries, Inc. ("TRI"), the Proposal and the Purchase Order (or Contract) shall be subject to the following General Conditions and, in the case of cars to be leased by Customer from Trinity Industries Leasing Company ("TIL"), the Proposal and the Lease shall be subject to paragraphs 1 and 3 of the following General Conditions:

1. SPECIFICATIONS AND CHANGES

In the event that it shall become impossible for TRI to secure materials required for the building of these cars in exact accordance with specification requirements, by reason of Government regulations or by reason of priorities given to defense orders, or for any other reason beyond the control of TRI, TRI (TIL) may make changes in the specifications not materially affecting the strength or efficiency of the cars for railroad use and interchange and the Customer agrees that it will not unreasonably withhold its consent to each change. Any changes in the specification desired by Customer must be requested in writing, and TRI (TIL) shall attempt to comply with requests but only upon condition that a written agreement is entered into with Customer specifying the precise changes desired and the cost to be paid by the Customer for such changes or the amount of any adjustment in the quoted purchase price or lease rate, as the case may be.

2. INSPECTION:

In the case of purchased cars, TRI will give Customer full opportunity to inspect cars during construction at TRI's plant. On completion of each car, Customer may arrange for final inspection thereof at TRI's plant. If requested by TRI, Customer shall execute a certificate of inspection covering all cars found to be completed in accordance with the specifications and shall deliver the executed certificates to TRI. Each inspection certificate, with respect to cars covered thereby, shall be final and conclusive evidence that such cars conform in workmanship, material and construction, to the extent an inspection would reasonably demonstrate such conformity, and in all other respects to the requirements and provisions of the Proposal and/or Purchase Order. In the case of leased cars, the provisions of the Lease shall govern inspection of the cars.

3. DELIVERY:

The time of delivery of the cars is conditioned upon date of acceptance of the Proposal, TRI's ability to secure steel and other material to enable TRI to meet production requirements for these cars, cars on order which precede these cars in TRI's production schedule, and delays due to strikes, fires, accidents or any other causes or contingencies beyond TRI's control. Delay in delivery of any of the cars not due to TRI's (TIL's) willful act shall not constitute a

default under the Proposal and/or Purchase Order (Lease) nor will TRI (TIL) be under any obligation to arrange for shipment and acceptance of any required materials in advance of TRI's actual needs.

4. ACCEPTANCE AND TERMS OF PAYMENT:

Unless otherwise agreed in writing, Customer agrees to accept delivery of all or any number of the cars as they are completed and delivered to Customer. In the case of purchased cars, Customer will pay the full amount of the purchase price within 20 days after delivery upon presentation by TRI of an invoice for any cars covered by the Proposal and/or Purchase Order, accompanied by inspection certificate (if any), and/or bill of lading showing shipments of the cars. Delivery and settlement will be in batches consisting of a minimum of 10 cars per closing. In the case of leased cars, Customer will pay the rental charges as set forth in the Lease.

5. TAXES:

In the case of purchased cars, the quoted purchase price does not include any State or local sales use, or related taxes however designated or imposed, and any such sales or use tax or similar tax arising out of this transaction shall be for Customer's account. In the case of leased cars, the provisions of the Lease shall govern liability for taxes.

6. PATENTS:

In the case of purchased cars, TRI shall defend any suit or proceeding brought against Customer based on a claim that the cars, or any part thereof, furnished under the Proposal and/or Purchase Order, constitutes an infringement of any patent of the United States, if TRI is notified promptly in writing and given authority, information and assistance (at TRI's expense) for the defense of same, and TRI shall pay all damages and costs awarded therein against Customer. In case said cars, or any part thereof, are in such suit held to constitute infringement and the use of said cars or part is enjoined, TRI shall, at its own expense, and at its option, either procure for Customer the right to continue using said cars, replace same with non-infringing equipment, modify it so it becomes non-infringing or refund the purchase price. The foregoing states the entire liability of TRI for patent infringement by said cars or any part thereof; provided, however, the foregoing agreement of TRI shall not apply to cars, and any part thereof, manufactured or supplied to Customer's design or specification and, as to such cars, or any part thereof, TRI assumes no liability whatsoever for patent infringement.

7. WARRANTY:

In the case of purchased cars, TRI agrees to build the cars in accordance with the applicable specifications (except as to items manufactured or supplied to the Customer's design and specifications) and that the cars will be free of defects in material and workmanship and will conform to all applicable Federal and AAR standards and specifications in effect at the time of delivery; provided, however, that TRI's obligation hereunder shall not cover or apply to any product, accessory, part or attachment which is not manufactured by TRI, except to the

extent the manufacturer of any such item provides a similar warranty to TRI. In addition to other liabilities to third parties which it may have under law with respect to defects in materials or workmanship, TRI's obligation to Customer under this warranty shall be limited to repairing or replacing at TRI's car repair shop or at a shop selected by TRI, any part or parts of any of the cars which shall, within one year or 25,000 miles (whichever occurs first) after delivery of any such car, be returned to TRI with transportation charges prepaid and which TRI's examination shall disclose to its satisfaction to have been thus defective. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE CARS ARE FIT FOR ANY PARTICULAR PURPOSE OR USE, AND SPECIFICALLY IN LIEU OF ALL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. In the case of leased cars, the provisions of the Lease shall govern TRI's obligations regarding warranty.

8. APPLICABLE LAW:

It is specifically agreed by the parties that the Proposal, the Purchase Order (or Contract), the Lease and the General Conditions set forth herein shall be governed by and construed according to the laws of the State of Texas.

TRINITY INDUSTRIES LEASING COMPANY
A SUBSIDIARY OF TRINITY INDUSTRIES, INC.

35-163-2 SP

Hooker Chemical Company TRI-11

LOCATION 111A100W1 COMMODITY Caustic Soda WEIGHT/GAL. 12.4#

CITY 16,300 Gallons OUTAGE 326 Gal. NOMINAL CAPACITY 15,974 Gallons

WGT ON RAILS 263,000# LIGHTWEIGHT 65,100# ALLOWABLE WEIGHT PER GALLON 12.4#

STRIKERS 40' - 10-7/8" LENGTH OVER TRUCK CENTERS 28' - 6-7/8"

RAILS 14' - 10-1/2" WIDTH 10' - 4" CLEARANCE DIAGRAM B

IFICATION A515-70 DIAMETER 102"ID to 108"ID LENGTH OVER SEAMS 32' - 11"

THICKNESS 7/16" HEAD THICKNESS 7/16" TANK TEST 100 PSI

to Centerband SKID None SAFETY PLATFORM 2 Board, 2 Way

Fiberglass THICKNESS 4" 3/4# Density 11 Gauge w/3/16" JACKET F&D Heads

terior Simplex NO. LINES 8 SIZE 6" Half INLETS/OUTLETS 2" / 2"

OUTLET VALVE (); MANWAY NOZZLE (); MULTIHOUSE (); SAFETY VALVE ()

Bottom Operated

LOADING: VALVE ACP Low Profile SIZE 6" MATERIAL: BODY CS BALL&STEM

Cap w/2" Ball Valve size 4" & 2" MATERIAL CS with SS Ball

ING: MULTIHOUSE SIZE 10" MATERIAL CS

ewed Ball Type SIZE 2" MATERIAL: BODY CS BALL&STEM CS

SIZE 2" MATERIAL CS

Connection: Nipple w/Cap and Chain SIZE 1" MATERIAL: BODY CS BALL&STEM SS

IEF: VALVE (); VENT (X); PSI 100 TYPE Midland A428 MATERIAL SS

SIZE 20" MATERIAL CS COVER MATERIAL CS Hinged

VICE SS Visual Bar TELL TALE None SAMPLE LINE None THERMOWELL None

SERIAL Chemical Asbestos SUMP Pressed WASHOUT None VACUUM RELIEF Midland A217W SS

100 Ton TYPE Barber RIM TREATED 16" Dresser WHEELS 36" One Wear CENTER PLATE Low Profile

Roller (NFL) Timber

ARINGS or Branco SPRING TRAVEL 3-11/16" STABILIZER Mechanical

SE60CHTE BRAKES WABCO Pak HAND BRAKE Vertical Hand Wheel

REP Prepare For Lining LINING None

y & Black per Hooker Spec (Porter) ADVERTISING None STENCILLING AAR/DOT

Outlet valve to be carbon steel with Nedox coated operating parts. Cardwell Westinghouse
Draft Gear. Grade E Steel on couplers, knuckles and yokes. Top and bottom shelf

Hooker Chemical Company

TRI-11 (3/81)

DATE 3/18/81

LOCATION 111A100W5 COMMODITY Muriatic Acid WEIGHT/GAL.

ITY 20,758 Gallons OUTAGE 415 Gal. NOMINAL CAPACITY 20,343 Gallons

IGHT ON RAILS 263,000# LIGHTWEIGHT 61,000# ALLOWABLE WEIGHT PER GALLON 9.8#

R STRIKERS 51' - 3-1/4" LENGTH OVER TRUCK CENTERS 38' 11-1/4"

R RAILS 14' - 15/16" WIDTH 10' - 4" CLEARANCE DIAGRAM B

IFICATION A515-70 DIAMETER 102"ID to 108"ID LENGTH OVER SEAMS 43' - 3-1/2"

THICKNESS 7/16" HEAD THICKNESS 7/16" TANK TEST 100 PSI

To Center Ring SKID None SAFETY PLATFORM 2 Board, 2 Way

THICKNESS JACKET

ES: None NO. LINES SIZE INLETS/OUTLETS

ET: OUTLET VALVE (); MANWAY NOZZLE (); MULTIHOUSE (); SAFETY VALVE ()

ADING: VALVE None SIZE MATERIAL: BODY BALLASTEN

SIZE MATERIAL

ING: MULTIHOUSE SIZE None MATERIAL

2" CS SIZE 2" CS MATERIAL: BODY BALLASTEN

E SIZE 2" MATERIAL Fiberglass

Connection with Cap size 1" CS MATERIAL: BODY BALLASTEN

REF: VALVE (); VENT (X); PSI 100 TYPE Midland MATERIAL CS

SIZE 20-1/2" Acid Type OD MATERIAL CS ; COVER MATERIAL CS-Hinged

VICE SS Visual Bar TELL TALE None SAMPLE LINE None THERMOWELL None

ERIAL Acid Asbestos SUMP Forged WASHOUT None VACUUM RELIEF None

100 Ton TYPE Barber WHEELS Rim Treated 16" Dresser 36" Che Wear CENTER PLATE Low Profile

SPRINGS Roller (NFL) Timken SPRING TRAVEL 3-11/16" STABILIZER Mechanical & BRENCO

E60CHTE BRAKES WACBO Pak HAND BRAKE Vertical Hand Wheel

REF: Prepare For Lining LINING None

& Black Per Hooker Spec (Porter) ADVERTISING None STENCILLING AAR/DOT

Westinghouse Mack - 50 Draft Gear. Grade E steel on couplers, knuckles and yokes. bottom shelf coupler. Cobra Hi-Friction brake shoes.